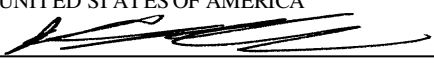


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 8	
2. AMENDMENT/MODIFICATION NO. 05		3. EFFECTIVE DATE 05-Feb-2015		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY NAWCTSD 253 12350 RESEARCH PARKWAY (253) ORLANDO FL 32826		CODE N61340		7. ADMINISTERED BY (If other than item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BUILDING 203 ARLINGTON HEIGHTS IL 60005-2451		CODE S1403A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SYSTEMS SERVICE ENTERPRISES, INC. ELIZABETH E NIEDRINGHAUS 77 WEST PORT PLZ STE 500 SAINT LOUIS MO 63146-3126				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N61340-12-D-7217-0002			
				X 10B. DATED (SEE ITEM 13) 19-Mar-2014			
CODE 1FGP5		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (b) (1) Administrative Changes							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: warneraj15355 the purpose of this modification is as follows:							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JOSEPH A. LIBERATORE, JR. (25322) / CONTRACTING OFFICER TEL: 407-380-4281 EMAIL: joseph.liberatore@navy.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 05-Feb-2015	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:**SUMMARY**

1. The purpose of this modification is as follows:

a. Add AIRPAC incremental funding for February- March 2015 under the Limitation of Government's Obligation clause.

b. The following CLIN/SLINS are funded:

PR 1300458559-0003

Support	Type	CLIN/SLIN	POP	Task	Funded
AAW /NAAW/EWO (ACTS)	AIRPAC	151102	Feb-Mar 2015	1516 6C	\$30,294.00
Pilot/NFO	AIRPAC	151202	Feb Mar 2015	1512 7C	\$37,294.00
DOL Wage Adjustment	AIRPAC	1551	FY 15	1551	\$1,752.00

2. Update Section J and change the date to 04 Feb 15.

3. As a result of this modification, the following documents below are provided as part of this modification:

- a. New conformed task order – Modification 05
- b. Attachment 02 Price Breakout Worksheet – Dated: 04 Feb 15 - Modification 05
- c. Attachment 09 OAWR form

4. All other terms and conditions remain unchanged.

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 1551

The CLIN extended description DOL Wage adjustment to cover FY 15 has been

added.

The option status has changed from No Status to Option Exercised.

SUBCLIN 151603 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
151603	AAW/NAAW/EWO (ACTS) FFP FY 15 CNAP Funding. The period of performance for which it is estimated this allotment of funds amount will cover is 01 Feb 2015 to 31 Mar 2015. FOB: Destination PURCHASE REQUEST NUMBER: 1300458559-0003				\$0.00
				NET AMT	\$0.00
	ACRN AE CIN: 130045855900007				\$30,294.00

SUBCLIN 151703 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
151703	PILOT/NFO (ACTS) FFP FY 15 CNAP Funding. The period of performance for which it is estimated this allotment of funds amount will cover is 01 Feb 2015 to 31 Mar 2015. FOB: Destination PURCHASE REQUEST NUMBER: 1300458559-0003				\$0.00
				NET AMT	\$0.00
	ACRN AE CIN: 130045855900007				\$37,294.00

SUBCLIN 155101 is added as follows:

Acctng Data: 1751804 70AE 252 57025 H 068688 2D X002HV

Increase: \$30,294.00

Total: \$30,294.00

Cost Code: 570255MGM3QQ

SUBCLIN 151703:

Funding on SUBCLIN 151703 is initiated as follows:

ACRN: AE

CIN: 130045855900007

Acctng Data: 1751804 70AE 252 57025 H 068688 2D X002HV

Increase: \$37,294.00

Total: \$37,294.00

Cost Code: 570255MGM3QQ

SUBCLIN 155101:

Funding on SUBCLIN 155101 is initiated as follows:

ACRN: AE

CIN: 130045855900007

Acctng Data: 1751804 70AE 252 57025 H 068688 2D X002HV

Increase: \$1,752.00

Total: \$1,752.00

Cost Code: 570255MGM3QQ

The following have been modified:

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) 1511 through 1517, and 1520 are incrementally funded. For these item(s), the sum of \$675,469.00 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for

termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$ <u>0.00</u>
October 24, 2014	\$ <u>606,129.00</u>
January 20, 2015	\$ <u>551, 429.00</u>
February, 2015	\$ <u>69,340.00</u>

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Exhibit/Attachment Table of Contents

Exhibit B

CDRLs --- DD Forms 1423: SOW 130057

CDRL	NAME
------	------

B001	Contractor's Progress, Status and Management Report
B002	Deleted - 02 Oct 2013
B003	Conference Agenda
B004	Conference Minutes
B005	Technical Report - Study/Services - Quality Control Surveys and Results Report
B006	Deleted - 09 Sep 2013

Exhibit F**CDRLs --- DD Forms 1423: SOW 130057**

CDRL	NAME
F001	Technical and Management Work Plan
F002	Technical Report - Study/Services - Lessons Streamlining Report
F003	Training Program Structure Document
F004	Revisions to Existing Government Documents - Student Training Materials
F005	Revisions to Existing Government Documents - Instructor Training Materials
F006	Revisions to Existing Government Documents - Working and Planning Documentation
F007	Instructional Media Package - Source Material
F008	Revisions to Existing Government Documents - Training System Status Report

Attachments

Document Attachments	Description	Pages	Date
Attachment 1	Statement of Work (SOW) #130057C	39	24-Oct-2013
Attachment 2	Price Breakout Worksheet (PBW)	11	04-Feb-2015
Attachment 3	Data Item Transmittal/Acceptance/Rejection Sheet (DITS)	1	N/A
Attachment 4	Quality Assurance Surveillance Plan (QASP)	16	09-Sep-2014
Attachment 5	Department of Labor (DOL) Wage Determinations (WD) and Collective Bargaining Agreements (CBA)		
	(a) WD 2005-2115, Revision 12, dated 06/19/2012 NAS Jacksonville FL – Duval County	10	19-Jun-2013
	(b) WD 2005-2115, Revision 14, dated 06/19/2012 NAS Jacksonville FL – Duval County	10	25-Jul-2014
Attachment 6	DD Form 254 – DoD Contract Security Classification Specification (Draft) Secret	6	23-Apr-2013
Attachment 7	Wage Determination Adjustment Baseline - Form	1	N/A
Attachment 8	CDRL Addressee List for SOW #130057C	2	04-Feb-2015
Attachment 9	Over and Above Work Request Form	1	N/A
Attachment 10	Government Property For The Performance Of This Contract - Clause 5252.245-9500 Table	12	21-Apr-2014
Attachment 11	Over and Above Work Request Statements of Work:		
	(a) OAWR Sequential Task Number: D0002_001	1	09-Jul-2014
	(b) OAWR Sequential Task Number: D0002_002	1	09-Jul-2014
	(c) OAWR Sequential Task Number: D0002_003	1	09-Jul-2014
	(d) OAWR Sequential Task Number: D0002_004	1	12-Aug-2014
	(e) OAWR Sequential Task Number: D0002_005	1	18-Aug-2014
	(f) OAWR Sequential Task Number: D0002_006	1	08-Sep-2014
	(g) OAWR Sequential Task Number D0002_008	1	18 -Dec-2014
Attachment 12-16	COR Appointment Packages – TBD Upon Task Order Award	TBD	TBD
Attachment 17	Letter – Authorization to Purchase from Government Supply Sources	1	02-Jun-2014

--	--	--	--

(End of Summary of Changes)